

RESOLUTION OF THE GOVERNING AUTHORITY OF THE CITY OF DIAMONDHEAD, MISSISSIPPI, TO APPROVE THE ATTACHED "AMENDMENT TO INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT BETWEEN BILOXI, GULFPORT AND D'IBERVILLE FOR FIBER-OPTIC INFRASTRUCTURE FOR MUNICIPAL PURPOSES, AND FOR RELATED PURPOSES, TO ADD THE CITY OF DIAMONDHEAD AS A PARTY TO THE AGREEMENT, AS AMENDED" AND TO AUTHORIZE APPROVAL OF REQUESTS FOR OTHER MISSISSIPPI COAST CITIES AND COUNTIES TO JOIN THE AGREEMENT, AS AMENDED, AND FOR RELATED PURPOSES

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of the CITY OF DIAMONDHEAD that the City enter into the AMENDMENT TO INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT BETWEEN BILOXI, GULFPORT AND D'IBERVILLE FOR FIBER-OPTIC INFRASTRUCTURE FOR MUNICIPAL PURPOSES, AND FOR RELATED PURPOSES, TO ADD THE CITY OF DIAMONDHEAD AS A PARTY TO THE AGREEMENT, AS AMENDED, attached to this resolution as Exhibit "A" and made a part hereof;

WHEREAS, the City of Biloxi, City of Gulfport, and City of D'Iberville entered in to that certain Interlocal Governmental Cooperation Agreement Between Biloxi, Gulfport and D'Iberville for Fiber-Optic Infrastructure for Municipal Purposes, and for Related Purposes, dated November 18, 2015 and approved by the Attorney General for the State of Mississippi as of November 23, 2015, a true and complete copy of which is attached to the Amendment as Exhibit "1" and made a part thereof;

WHEREAS, it is the intent of the City to accept and approve requests, when made, from other city and county governments within Hancock, Harrison and Jackson Counties to join in the attached Agreement, as amended; in order to facilitate timely amendments to the attached Agreement, the City Council desires to authorize the City Manager and Municipal

Clerk to execute and deliver future amendments to the attached agreement, provided such amendments have the sole purpose of adding one or more of the other Coast city and county governments as participating parties to the Agreement, as amended, on the same terms and conditions as the Agreement and Amendment to the Agreement attached to this resolution; and

WHEREAS, the City understands and agrees with the other parties to the Agreement that its is their mutual interpretation and understanding that neither this Amendment nor the original Agreement obligates this City to expend any of its municipal funds, contribute any of its property, or incur any debt obligation without another resolution of this City, adopted in this City's sole and absolute discretion, approving such expense or debt or use of property;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DIAMONDHEAD, MISSISSIPPI, AS FOLLOWS:

Section 1: The findings, conclusions, and statements contained in the preamble of this resolution are hereby approved, adopted, and ratified.

Section 2: The City Manager and Municipal Clerk are authorized to execute and deliver the attached AMENDMENT TO INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT BETWEEN BILOXI, GULFPORT AND D'IBERVILLE FOR FIBER-OPTIC INFRASTRUCTURE FOR MUNICIPAL PURPOSES, AND FOR RELATED PURPOSES, TO ADD THE CITY OF DIAMONDHEAD AS A PARTY TO THE AGREEMENT, AS AMENDED.

Section 3: In order to facilitate and expedite other amendments to the attached Agreement to accept and approve requests, if and when made, from other city and county governments within Hancock, Harrison and Jackson Counties to join as parties to the Agreement, the City Council hereby authorizes the City Manager and Municipal Clerk to execute and deliver such future amendments to the attached Agreement, provided such

amendments have the sole purpose of adding one or more of the other Mississippi Coast cities and counties as participating parties to the Agreement on the same terms and conditions as the Agreement attached to this resolution.

Section 4: This resolution shall take effect and be in force from and after adoption.

I hereby certify that above and foregoing resolution was introduced by Councilmember _____, seconded by Councilmember _____ and the question being put to a roll call vote, the result was as follows:

	Aye	Nay	Absent
Councilmember Knobloch	_____	_____	_____
Councilmember Woolbright	_____	_____	_____
Councilmember Lopez	_____	_____	_____
Councilmember Rech	_____	_____	_____
Councilmember Sislow	_____	_____	_____
Mayor Schafer	_____	_____	_____

ATTEST:

APPROVED:

CITY CLERK

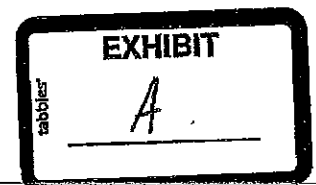
MAYOR

(SEAL)

AMENDMENT TO INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT BETWEEN BILOXI, GULFPORT AND D'IBERVILLE FOR FIBER-OPTIC INFRASTRUCTURE FOR MUNICIPAL PURPOSES, AND FOR RELATED PURPOSES, TO ADD THE CITY OF DIAMONDHEAD, MISSISSIPPI AS A PARTY TO THE AGREEMENT, AS AMENDED

This AMENDMENT TO INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT BETWEEN BILOXI, GULFPORT AND D'IBERVILLE FOR FIBER-OPTIC INFRASTRUCTURE FOR MUNICIPAL PURPOSES, AND FOR RELATED PURPOSES, TO ADD THE CITY OF DIAMONDHEAD AS A PARTY TO THE AGREEMENT, AS AMENDED ("Amendment") is entered into by and between the CITY OF DIAMONDHEAD, MISSISSIPPI, a political subdivision and Mississippi municipal corporation (herein "Diamondhead"), the CITY OF BILOXI, MISSISSIPPI, a political subdivision and Mississippi municipal corporation (herein "Biloxi"); the CITY OF GULFPORT, MISSISSIPPI, a political subdivision and Mississippi municipal corporation (herein "Gulfport"); and the CITY OF D'IBERVILLE, MISSISSIPPI, a political subdivision and Mississippi municipal corporation (herein "D'Iberville").

FOR AND IN CONSIDERATION of the mutual benefits and advantages, the cities of Diamondhead, Gulfport, Biloxi, and D'Iberville (the "Parties"), acting by and through their respective governing authorities ("Governing Authorities"), under the authority of the Interlocal Cooperation Act of 1974, Miss. Code Ann. § 17-13-1, et seq., as amended, and acting pursuant to "Section 5: Amendment" of the original INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT BETWEEN BILOXI, GULFPORT, AND D'IBERVILLE FOR FIBER-OPTIC INFRASTRUCTURE FOR MUNICIPAL PURPOSES, AND FOR RELATED PURPOSES ("Agreement"), a true and correct copy of which is attached as Exhibit "1" and made a part hereof, do hereby



agree to amend the original Agreement to add the following new section:

SECTION 8: PARTIES. The parties ("Parties") to this Agreement, as amended, are as follows: The City of Diamondhead, the City of Biloxi, The City of Gulfport, and the City of D'Iberville, all of which are political subdivisions of the State of Mississippi.

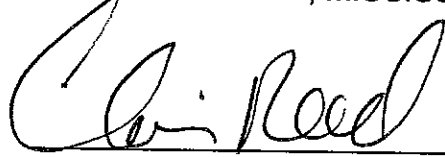
Each entity that is a Party to this Amendment has approved its execution by resolution entered on the minutes of its Governing Authority or Board. Prior to its effectiveness, this Amendment shall be submitted to the Attorney General of the State of Mississippi for approval as provided by law, and thereafter copies shall be filed with the Secretary of State of the State of Mississippi, the Chancery Clerk of applicable county or counties, and the State Auditor.

WITNESS the signatures of the Parties on the dates stated below.



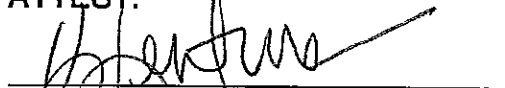
CITY OF DIAMONDHEAD, MISSISSIPPI

BY:


Clovis Reed, City Manager

12-16-15
Date

ATTEST:


Municipal Clerk

CITY OF BILOXI, MISSISSIPPI

BY:

Andrew "FoFo" Gilich, Mayor

Date

ATTEST:

Municipal Clerk

CITY OF GULFPORT, MISSISSIPPI

BY: _____
Billy Hewes, Mayor Date

ATTEST:

Municipal Clerk

CITY OF D'IBERVILLE, MISSISSIPPI

BY: _____
Rusty Quave, Mayor Date

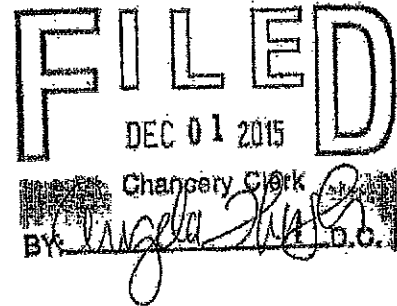
ATTEST:

Municipal Clerk

STATE OF MISSISSIPPI



JIM HOOD
ATTORNEY GENERAL



OPINIONS
DIVISION

November 23, 2015

Gerald Blessey, Esq.
Attorney, City of Biloxi
Post Office Box 429
Biloxi, Mississippi 39533

Re: Interlocal Cooperation Agreement between the Cities of Biloxi, Gulfport
and D'Iberville

Dear Mr. Blessey:

OFFICIAL OPINION
Attorney General Jim Hood has received your request to review and approve the above-referenced Interlocal Agreement and has referred it to me for research and reply. As required by Mississippi Code Annotated Section 17-13-11(1972), all interlocal agreements must be approved by the Attorney General before they may go into effect. This agreement involves the establishment of fiber-optic broadband infrastructure between the cities of Biloxi, Gulfport and D'Iberville.

We have examined the agreement pursuant to the Interlocal Cooperation Act of 1974, Miss. Code Ann. Sections 17-13-1 *et seq.* (1972) and find that the agreement is in proper form and compatible with the laws of the State of Mississippi and is hereby approved. With respect to the effect of the agreement on successor boards as it relates to the duration of the agreement, this office has consistently opined that contracts or agreements extending beyond the term of the current governing body are voidable by the succeeding board.

Prior to becoming effective, the agreement must, in addition to receiving the approval of this office, be filed with the chancery clerk of each county in which any party to the agreement is located and with the Secretary of State. Please note that any amendments to the agreement must also be approved by this office.



Gerald Blessey
November 23, 2015
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If our office may be of further assistance, please advise.

Sincerely,



Leigh Triche Janous
Special Assistant Attorney General

Enclosure

OFFICIAL OPINION

**INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT
BETWEEN BILOXI, GULFPORT, AND D'IBERVILLE FOR FIBER-OPTIC
INFRASTRUCTURE FOR MUNICIPAL PURPOSES, AND FOR RELATED PURPOSES**

THIS AGREEMENT ("Agreement") is entered into by and between the CITY OF BILOXI, MISSISSIPPI, a political subdivision and Mississippi municipal corporation (herein "Biloxi"); the CITY OF GULFPORT, MISSISSIPPI, a political subdivision and Mississippi municipal corporation (herein "Gulfport"); and the CITY OF D'IBERVILLE, MISSISSIPPI, a political subdivision and Mississippi municipal corporation (herein "D'Iberville").

FOR AND IN CONSIDERATION of the mutual benefits and advantages, the cities of Gulfport, Biloxi, and D'Iberville (the "Parties"), acting by and through their respective governing authorities ("Governing Authorities"), under the authority of the Interlocal Cooperation Act of 1974, Miss. Code Ann. § 17-13-1, et seq., as amended, do hereby mutually agree as follows:

SECTION 1: DURATION. (a) Duration: This Agreement shall be in full force and effect until July 31, 2020, unless extended by mutual agreement of the Parties in the manner provided by law for periods not to exceed the useful life of any infrastructure improvements constructed under this Agreement, or as otherwise governed by law. This Agreement may be terminated at any time by a successor Governing Authority of any Party. Any extension of this Agreement shall be approved by the Mississippi Attorney General before implementation.

(b) Effective Date: This Agreement shall be effective upon the final date of: (1) Approval of the Agreement by Resolution adopted by the Governing Authorities of Biloxi, Gulfport, and D'Iberville and execution of the Agreement; (2) Approval by the Attorney General as required by Mississippi law; and (3) Filing of the Agreement with the appropriate Chancery Clerks and the Mississippi Secretary of State, per Miss. Code Ann. § 17-13-11, et seq., as amended.

SECTION 2: PURPOSE. The Parties agree to work together as partners to build and own fiber-optic broadband infrastructure to facilitate ultra-high-speed Internet service for use by their city governments for all municipal uses and purposes authorized by law.

SECTION 3: ORGANIZATION; ADMINISTRATIVE PROVISIONS; PROPERTY;
SPECIFIC LEGAL AUTHORITIES.

(a) The Parties shall carry out the purposes of this Agreement as a joint undertaking of their respective Governing Authorities. No separate legal entity will be created by this Agreement.

(b) Any municipality or county government in Hancock, Harrison or Jackson Counties that is not an original signatory to this Agreement may join as a Party upon: (1) the adoption of a Resolution by the Governing Authority of that governmental entity; (2) the approval of the participating Parties at that time; and (3) approval by the Attorney General of the State of Mississippi to an amendment to this Agreement adding that governmental entity.

(c) The Governing Authorities of the Parties, may seek, apply for, accept, receive, administer, and expend grants, contributions, and donations of monies, materials, and property of any kind in accordance with applicable law and for all legally permissible municipal purposes. All funds, materials, and properties received and held by the Parties shall be funds and properties of the participating Governing Authorities.

(d) Use of the infrastructure or improvements as part of the efforts of this Agreement shall be administered, managed, and overseen by the Party whose jurisdiction the infrastructure or property is found or located within, or by such other person(s) or entity(ies) lawfully acting on behalf of or at the behest of such Party.

(e) It is not the intent of this Agreement that title to any real or personal property shall be transferred between the Parties in order to implement this Agreement. Title to all real and personal property shall remain vested in the Party in which it is now vested. All real and personal property owned by the respective Parties at the time of termination of this Agreement or which is purchased by the Parties pursuant to or in accordance with this Agreement shall remain the property of the

respective Parties who purchased or acquired the same. Any transfer of real or personal property interests between the parties shall be by agreement separate and apart herefrom or otherwise in accordance with law.

(f) All real and personal property utilized by any Party in implementing or in pursuit of this Agreement shall remain the Party's property upon partial or complete termination or amendment of this Agreement.

(g) The Governing Authorities of the Parties, acting jointly, shall take the actions contemplated by this Agreement jointly by virtue of the authority granted pursuant to Miss. Code Ann. § 21-17-1 (Rev. 2015) ("General Powers"); Miss. Code Ann. § 21-17-5 (Rev. 2015) ("Home Rule"); Miss. Code Ann. § 17-13-7 (Rev. 2012) ("Interlocal Agreements").

SECTION 4: TERMINATION.

This Agreement may be terminated at any time by resolution adopted by the Governing Authority of any Party.

SECTION 5: AMENDMENT: This Agreement may be amended upon the written agreement of all Parties provided such amendment is approved by the Attorney General of the State of Mississippi and filed as required by law.

SECTION 6: IMPLEMENTATION BY GOVERNING AUTHORITIES. The terms and provisions of this Agreement shall be implemented by the Governing Authorities of the Parties and do not require the establishment of any joint board or entity.

SECTION 7: APPROVAL OF ATTORNEY GENERAL. Each entity that is a Party to this Agreement has approved its execution by resolution entered on the minutes of its Governing Authority or Board. Prior to its effectiveness, this Agreement shall be submitted to the Attorney General of the State of Mississippi for approval as provided by law, and thereafter copies shall be filed with the Secretary of State of the State of Mississippi, the Chancery Clerk of Harrison County,

Mississippi, and the State Auditor.

WITNESS the signatures of the Parties on the dates stated below.

CITY OF BILOXI, MISSISSIPPI



BY: *Andrew "Fops" Gilch* 11/18/15
Andrew "Fops" Gilch, Mayor Date

Deputy *Michelle A. Alexsonich*
Municipal Clerk

CITY OF GULFPORT, MISSISSIPPI

BY: *Billy Hewes* 11/18/15
Billy Hewes, Mayor Date

ATTEST:

Russ Elias
Municipal Clerk

CITY OF D'BERVILLE, MISSISSIPPI

BY: *Rusty Quave* 11/18/15
Rusty Quave, Mayor Date

ATTEST:

Jodi Weiss
Municipal Clerk

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STATE OF MISSISSIPPI

COUNTY OF HARRISON

CITY OF BILOXI

CERTIFICATE

I, the undersigned, Stephanie P. Rosetti, Assistant Deputy Clerk of the Council, of the City of Biloxi, Mississippi, do hereby certify that the attached Resolution Number 602-15 is a true copy of the original Resolution, which will be placed on the record of the Council Minutes of the City of Biloxi, Mississippi, of a duly held meeting on the 17th day of November, 2015, and that the original Resolution appears on record in the Clerk of the Council's Office from which this copy is taken and compared.

DONE this the 18th day of November, 2015.



Stephanie P. Rosetti

Resolution No. 602-15

RESOLUTION APPROVING "AGREEMENT BETWEEN BILOXI, GULFPORT AND
D'IBERVILLE FOR FIBER-OPTIC INFRASTRUCTURE FOR MUNICIPAL PURPOSES"
AND TO AUTHORIZE APPROVAL OF REQUESTS FOR OTHER MISSISSIPPI COAST
CITIES AND COUNTIES TO JOIN THE AGREEMENT AND FOR RELATED PURPOSES

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of the City of Biloxi that the City enter into the "AGREEMENT BETWEEN BILOXI, GULFPORT AND D'IBERVILLE FOR FIBER-OPTIC INFRASTRUCTURE FOR MUNICIPAL PURPOSES, AND FOR RELATED PURPOSES," attached to this resolution and made a part hereof; and

WHEREAS, it is the intent of the City to accept and approve requests, when made, from other city and county governments within Hancock, Harrison and Jackson Counties to join in the attached agreement; in order to facilitate timely amendments to the attached Agreement, the City Council desires to authorize the Mayor and Municipal Clerk to execute and deliver future amendments to the attached agreement, provided such amendments have the sole purpose of adding one or more of the other Coast city and county governments as participating parties to the agreement on the same terms and conditions as the agreement attached to this resolution; and

WHEREAS, this resolution and attached agreement will supersede and replace Resolution 510-15 and the agreement therein;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILOXI, MISSISSIPPI, AS FOLLOWS;

Section 1: The findings, conclusions, and statements contained in the preamble of this resolution are hereby approved, adopted, and ratified.

Section 2: The Mayor and Municipal Clerk are authorized to execute and deliver the attached AGREEMENT BETWEEN BILOXI, GULFPORT AND D'IBERVILLE FOR FIBER-

Res. No. 602-15

OPTIC INFRASTRUCTURE FOR MUNICIPAL PURPOSES, AND FOR RELATED PURPOSES.

Section 3: In order to facilitate timely amendments to the attached Agreement, to accept and approve requests, when made, from other city and county governments within Hancock, Harrison and Jackson Counties, the City Council hereby authorizes the Mayor and Municipal Clerk to execute and deliver such future amendments to the attached agreement, provided such amendments have the sole purpose of adding one or more of the other Coast city and county governments as participating parties to the agreement on the same terms and conditions as the agreement attached to this resolution

Section 4: This resolution shall take effect and be in force from and after adoption.

The foregoing Resolution having first been reduced to writing, was read by the Clerk and moved by Councilmember Tisdale, seconded by Councilmember Newman, and was adopted by the following vote:

YEAS:	Lawrence	Tisdale	NAYS:	Deming
	Gines	Fayard		
	Newman			
ABSENT:	Glavan-*			

(* - Absent from room during discussion and voting only)

The President then declared the Resolution adopted this the 17th day of November, 2015.

ATTEST:

APPROVED:



Garen L. Brashier
CLERK OF THE COUNCIL

[Signature]
PRESIDENT OF THE COUNCIL

Res. No. 602-15

Submitted to and approved by the Mayor, this the 18TH day of November, 2015.

APPROVED:


MAYOR

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**INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT BETWEEN BILOXI,
GULFPORT AND D'IBERVILLE FOR FIBER-OPTIC INFRASTRUCTURE
FOR MUNICIPAL PURPOSES, AND FOR RELATED PURPOSES**

THIS AGREEMENT ("Agreement") is entered into by and between the CITY OF BILOXI, MISSISSIPPI, a political subdivision and Mississippi municipal corporation (herein "Biloxi"); and the CITY OF GULFPORT, MISSISSIPPI, a political subdivision and Mississippi municipal corporation (herein "Gulfport"); and the CITY OF D'IBERVILLE, MISSISSIPPI, a political subdivision and Mississippi municipal corporation (herein "D'Iberville").

FOR AND IN CONSIDERATION of the mutual benefits and advantages, the cities of Gulfport, Biloxi and D'Iberville (the "Parties"), acting by and through their respective governing authorities ("Governing Authorities"), under the authority of the Interlocal Cooperation Act of 1974, Miss. Code

Ann. § 17-13-1, et seq., as amended, do hereby mutually agree as follows:

SECTION 1: DURATION. (a) Duration: This Agreement shall be in full force and effect until July 31, 2020, unless extended by mutual agreement of the Parties in the manner provided by law for periods not to exceed the useful life of any infrastructure improvements constructed under this Agreement, or as otherwise governed by law. This Agreement may be terminated at any time by a successor Governing Authority of any Party. Any extension of this Agreement shall be approved by the Mississippi Attorney General before implementation.

(b) Effective Date: This Agreement shall be effective upon the final date of: (1) Approval of the Agreement by Resolution adopted by the Governing Authorities of Biloxi, Gulfport and D'Iberville, and execution of the Agreement; (2) Approval by the Attorney

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General as required by Mississippi law; and (3) Filing of the Agreement with the appropriate Chancery Clerks and the Mississippi Secretary of State, per Miss. Code Ann. § 17-13-11, et seq., as amended.

SECTION 2: PURPOSE. The Parties agree to work together as partners to build and own fiber-optic broadband infrastructure to facilitate ultra-high-speed Internet service for use by their city governments for all municipal uses and purposes authorized by law.

SECTION 3: ORGANIZATION: ADMINISTRATIVE PROVISIONS: PROPERTY: SPECIFIC LEGAL AUTHORITIES.

(a) The Parties shall carry out the purposes of this Agreement as a joint undertaking of their respective Governing Authorities. No separate legal entity will be created by this Agreement.

(b) Any municipality or county government in Hancock, Harrison or Jackson Counties that is not an original signatory to this Agreement may join as a Party upon: (1) the adoption of a Resolution by the Governing Authority of that governmental entity; (2) the approval of the participating Parties at that time; and (3) approval by the Attorney General of the State of Mississippi to an amendment to this Agreement adding that governmental entity.

(c) The Governing Authorities of the Parties, may seek, apply for, accept, receive, administer, and expend grants, contributions, and donations of monies, materials, and property of any kind in accordance with applicable law and for all legally permissible municipal purposes. All funds, materials, and properties received and held by the Parties shall be funds and properties of the participating Governing Authorities.

(d) Use of the Infrastructure or Improvements as part of the efforts of this

Agreement shall be administered, managed, and overseen by the Party whose jurisdiction the infrastructure or property is found or located within, or by such other person(s) or entity(ies) lawfully acting on behalf of or at the behest of such Party.

(e) It is not the Intent of this Agreement that title to any real or personal property shall be transferred between the Parties in order to implement this Agreement. Title to all real and personal property shall remain vested in the Party in which it is now vested. All real and personal property owned by the respective Parties at the time of termination of this Agreement or which is purchased by the Parties pursuant to or in accordance with this Agreement shall remain the property of the respective Parties who purchased or acquired the same. Any transfer of real or personal property interests between the parties shall be by agreement separate and apart herefrom or otherwise in accordance with law.

(f) All real and personal property utilized by any Party in implementing or in pursuit of this Agreement shall remain the Party's property upon partial or complete termination or amendment of this Agreement.

(g) The Governing Authorities of the Parties, acting jointly, shall take the actions contemplated by this Agreement jointly by virtue of the authority granted pursuant to Miss. Code

Ann. § 21-17-1 (Rev. 2015) ("General Powers"); Miss. Code Ann. § 21-17-5 (Rev. 2015) ("Home Rule"); Miss. Code Ann. § 17-13-7 (Rev. 2012) ("Interlocal Agreements").

SECTION 4: TERMINATION.

This Agreement may be terminated at any time by resolution adopted by the Governing Authority of any Party.

SECTION 5: AMENDMENT: This Agreement may be amended upon the written agreement of all Parties provided such amendment is approved by the Attorney General of the State of Mississippi and filed as required by law.

SECTION 6: IMPLEMENTATION BY GOVERNING AUTHORITIES. The terms and provisions of this Agreement shall be implemented by the Governing Authorities of the Parties and do not require the establishment of any joint board or entity.

SECTION 7: APPROVAL OF ATTORNEY GENERAL. Each entity that is a Party to this Agreement has approved its execution by resolution entered on the minutes of its Governing Authority or Board. Prior to its effectiveness, this Agreement shall be submitted to the Attorney General of the State of Mississippi for approval as provided by law, and thereafter copies shall be filed with the Secretary of State of the State of Mississippi, the Chancery Clerk of Harrison County, Mississippi, and the State Auditor.

WITNESS the signatures of the Parties on the dates stated below.

CITY OF BILOXI, MISSISSIPPI

BY: _____
 Andrew "FoFo" Gilich, Mayor Date

ATTEST:

 Municipal Clerk

CITY OF GULFPORT, MISSISSIPPI

BY: _____
Billy Hewes, Mayor Date

ATTEST:

Municipal Clerk

CITY OF D'IBERVILLE, MISSISSIPPI

BY: _____
Rusty Quave, Mayor Date

ATTEST:

Municipal Clerk

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There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the 17th day of November, 2015, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING "INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT BETWEEN BILOXI, GULFPORT, AND D'IBERVILLE FOR FIBER-OPTIC INFRASTRUCTURE FOR MUNICIPAL PURPOSES, AND FOR RELATED PURPOSES" AND AUTHORIZING THE EXECUTION OF THIS AGREEMENT

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of the City of Gulfport, Mississippi that the City enter into the "INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT BETWEEN BILOXI, GULFPORT, AND D'IBERVILLE FOR FIBER-OPTIC INFRASTRUCTURE FOR MUNICIPAL PURPOSES, AND FOR RELATED PURPOSES" that is attached to this Resolution and made a part hereof, or one with substantially similar wording and import; and

WHEREAS, it is the intent of the City to accept and approve requests, when made, from other city and county governments within Hancock, Harrison and Jackson Counties to join in the attached agreement; in order to facilitate timely amendments to the attached Agreement, the City Governing Authority desires to authorize the Mayor and Municipal Clerk to execute and deliver future amendments to the attached agreement, provided such amendments have the sole purpose of adding one or more of the other Coast city and county governments as participating parties to the agreement on the same or substantially similar terms and conditions as the agreement attached to this resolution; and

WHEREAS, this Resolution and attached agreement will supersede and replace the Resolution that was recently approved by the Governing Authority on or about October 6, 2015, on the same or similar matter.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY
COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:**

SECTION 1. That the matters, facts, and things recited in the Preamble hereto and in the attached "Interlocal Governmental Cooperation Agreement" are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the Mayor and Municipal Clerk are hereby authorized and empowered to execute and deliver the attached "INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT BETWEEN BILOXI, GULFPORT, AND D'IBERVILLE FOR FIBER-OPTIC INFRASTRUCTURE FOR MUNICIPAL PURPOSES, AND FOR RELATED PURPOSES" on behalf of the City of Gulfport, or one with substantially similar wording and import, and to cause the same to be delivered to the Office of the Mississippi Attorney General for review and consideration and to be approved, filed, and recorded as required by law.

SECTION 3. In order to facilitate timely amendments to the attached Agreement, to accept and approve requests, when made, from other city and county governments within Hancock, Harrison and Jackson Counties, the City Council hereby authorizes the Mayor and Municipal Clerk to execute and deliver such future amendments to the attached agreement or the one approved herein, provided such amendments have the sole purpose of adding one or more of the other Coast city and county governments as participating parties to the agreement on the same terms and conditions as the agreement approved by this Resolution.

SECTION 4. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilmember Sharp, seconded by Councilmember Walker, and was adopted by the following roll call vote:

<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>
Casey	None	None
Dombrowski		
Holmes-Hines		
Walker		
Sharp		
Flowers		
Pucheu		

WHEREUPON, the President declared the motion carried and the Resolution adopted,

this 17th day of November, 2015.



Ronda S. Cole
Ronda S. Cole, Clerk of Council

ADOPTED:

RUSTY WALKER
F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution submitted to and approved by the Mayor, this the 18th day of November, 2015.

Billy Hewes
Billy Hewes, Mayor

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**INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT
BETWEEN BILOXI, GULFPORT, AND D'IBERVILLE FOR FIBER-OPTIC
INFRASTRUCTURE FOR MUNICIPAL PURPOSES, AND FOR RELATED PURPOSES**

THIS AGREEMENT ("Agreement") is entered into by and between the CITY OF BILOXI, MISSISSIPPI, a political subdivision and Mississippi municipal corporation (herein "Biloxi"); the CITY OF GULFPORT, MISSISSIPPI, a political subdivision and Mississippi municipal corporation (herein "Gulfport"); and the CITY OF D'IBERVILLE, MISSISSIPPI, a political subdivision and Mississippi municipal corporation (herein "D'Iberville").

FOR AND IN CONSIDERATION of the mutual benefits and advantages, the cities of Gulfport, Biloxi, and D'Iberville (the "Parties"), acting by and through their respective governing authorities ("Governing Authorities"), under the authority of the Interlocal Cooperation Act of 1974, Miss. Code Ann. § 17-13-1, et seq., as amended, do hereby mutually agree as follows:

SECTION 1: DURATION. (a) Duration: This Agreement shall be in full force and effect until July 31, 2020, unless extended by mutual agreement of the Parties in the manner provided by law for periods not to exceed the useful life of any infrastructure improvements constructed under this Agreement, or as otherwise governed by law. This Agreement may be terminated at any time by a successor Governing Authority of any Party. Any extension of this Agreement shall be approved by the Mississippi Attorney General before implementation.

(b) Effective Date: This Agreement shall be effective upon the final date of: (1) Approval of the Agreement by Resolution adopted by the Governing Authorities of Biloxi, Gulfport, and D'Iberville and execution of the Agreement; (2) Approval by the Attorney General as required by Mississippi law; and (3) Filing of the Agreement with the appropriate Chancery Clerks and the Mississippi Secretary of State, per Miss. Code Ann. § 17-13-11, et seq., as amended.

SECTION 2: PURPOSE. The Parties agree to work together as partners to build and own fiber-optic broadband infrastructure to facilitate ultra-high-speed Internet service for use by their city

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governments for all municipal uses and purposes authorized by law.

SECTION 3: ORGANIZATION; ADMINISTRATIVE PROVISIONS; PROPERTY;
SPECIFIC LEGAL AUTHORITIES.

(a) The Parties shall carry out the purposes of this Agreement as a joint undertaking of their respective Governing Authorities. No separate legal entity will be created by this Agreement.

(b) Any municipality or county government in Hancock, Harrison or Jackson Counties that is not an original signatory to this Agreement may join as a Party upon: (1) the adoption of a Resolution by the Governing Authority of that governmental entity; (2) the approval of the participating Parties at that time; and (3) approval by the Attorney General of the State of Mississippi to an amendment to this Agreement adding that governmental entity.

(c) The Governing Authorities of the Parties, may seek, apply for, accept, receive, administer, and expend grants, contributions, and donations of monies, materials, and property of any kind in accordance with applicable law and for all legally permissible municipal purposes. All funds, materials, and properties received and held by the Parties shall be funds and properties of the participating Governing Authorities.

(d) Use of the infrastructure or improvements as part of the efforts of this Agreement shall be administered, managed, and overseen by the Party whose jurisdiction the infrastructure or property is found or located within, or by such other person(s) or entity(ies) lawfully acting on behalf of or at the behest of such Party.

(e) It is not the intent of this Agreement that title to any real or personal property shall be transferred between the Parties in order to implement this Agreement. Title to all real and personal property shall remain vested in the Party in which it is now vested. All real and personal property owned by the respective Parties at the time of termination of this Agreement or which is purchased by



City of Gulfport, Mississippi

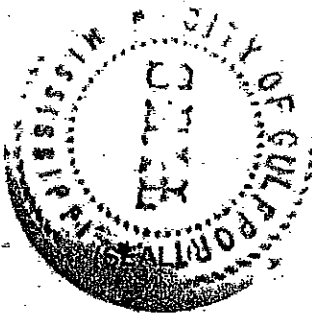
2309 15th Street
Gulfport, Ms. 39501

Official Certification

I, Ronda S. Cole, duly appointed and qualified Deputy City Clerk of the City of Gulfport, MS; do hereby certify that the foregoing is a true and correct copy of:

A Resolution by the Gulfport City Council approving "Interlocal Governmental Cooperation Agreement between Biloxi, Gulfport, and D'Iberville for fiber-optic infrastructure for municipal purposes, and for related purposes" and authorizing the execution of this Agreement as approved from the meeting of the Mayor and City Council held on the 17th day of November, 2015. As such is under my custody and care.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Gulfport, Mississippi, this 18th day of November, 2015.



Ronda S. Cole

Ronda S. Cole
Deputy City Clerk

11/18/15

Date

RESOLUTION NO. 2086

RESOLUTION APPROVING "AGREEMENT BETWEEN BILOXI, GULFPORT AND D'IBERVILLE FOR FIBER-OPTIC INFRASTRUCTURE FOR MUNICIPAL PURPOSES" AND TO AUTHORIZE APPROVAL OF REQUESTS FOR OTHER MISSISSIPPI COAST CITIES AND COUNTIES TO JOIN THE AGREEMENT, AND FOR RELATED PURPOSES

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of the City of D'Iberville that the City enter into the "AGREEMENT BETWEEN BILOXI, GULFPORT AND D'IBERVILLE FOR FIBER-OPTIC INFRASTRUCTURE FOR MUNICIPAL PURPOSES, AND FOR RELATED PURPOSES," attached to this resolution and made a part hereof; and

WHEREAS, it is the intent of the City to accept and approve requests, when made, from other city and county governments within Hancock, Harrison and Jackson Counties to join in the attached agreement; in order to facilitate timely amendments to the attached Agreement, the City Council desires to authorize the Mayor and Municipal Clerk to execute and deliver future amendments to the attached agreement, provided such amendments have the sole purpose of adding one or more of the other Coast city and county governments as participating parties to the agreement on the same terms and conditions as the agreement attached to this resolution; and

WHEREAS, this resolution and attached agreement will supersede and replace Resolution 510-15 and the agreement therein;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF D'IBERVILLE, MISSISSIPPI, AS FOLLOWS:

Section 1: The findings, conclusions, and statements contained in the preamble of this resolution are hereby approved, adopted, and ratified.

Section 2: The Mayor and Municipal Clerk are authorized to execute and deliver the

attached AGREEMENT BETWEEN BILOXI, GULFPORT AND D'IBERVILLE FOR FIBER-OPTIC INFRASTRUCTURE FOR MUNICIPAL PURPOSES, AND FOR RELATED PURPOSES.

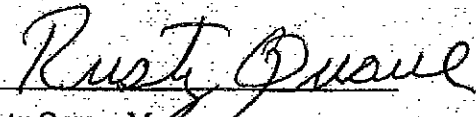
Section 3: In order to facilitate timely amendments to the attached Agreement, to accept and approve requests, when made, from other city and county governments within Hancock, Harrison and Jackson Counties, the City Council hereby authorizes the Mayor and Municipal Clerk to execute and deliver such future amendments to the attached agreement, provided such amendments have the sole purpose of adding one or more of the other Coast city and county governments as participating parties to the agreement on the same terms and conditions as the agreement attached to this resolution

Section 4: This resolution shall take effect and be in force from and after adoption.

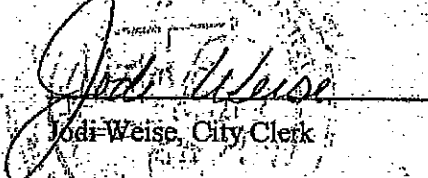
The foregoing Resolution having first been reduced to writing was read by the Clerk and the Motion was made by Toncrey, Seconded by Bosarge to accept and upon call for a vote the following was recorded:

AYES:	Pelous	Toncrey	NAYS:	None
	Bosarge	Quave		
	Diaz	Ellis		

The Mayor declared Motion carried and the Resolution adopted this the 17th day of November, 2015


Rusty Quave, Mayor

ATTEST

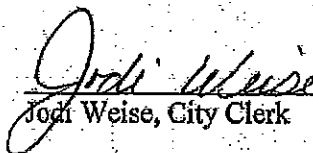

Jodi Weise, City Clerk

NOV 17 2015

CERTIFICATE

I, the undersigned, Jodi Weise, City Clerk of the City of D'Iberville, Mississippi, do hereby certify that the attached Resolution Number 2086, Resolution Approving "Agreement Between Biloxi, Gulfport and D'Iberville for Fiber-Optic Infrastructure For Municipal Purposes" and to Authorize Approval of Requests for Other Mississippi Coast Cities and Counties to Join the Agreement, and for Related Purposes, of the November 17, 2015, D'Iberville City Council meeting of the City of D'Iberville, Mississippi, is a true and correct copy and that the original appears on record in the office of the City Clerk from which the copy was taken and compared.

Done this the 18th day of November 2015.


Jodi Weise, City Clerk

(SEAL)

**INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT BETWEEN BILOXI,
GULFPORT AND D'IBERVILLE FOR FIBER-OPTIC INFRASTRUCTURE
FOR MUNICIPAL PURPOSES, AND FOR RELATED PURPOSES**

THIS AGREEMENT ("Agreement") is entered into by and between the CITY OF BILOXI, MISSISSIPPI, a political subdivision and Mississippi municipal corporation (herein "Biloxi"); and the CITY OF GULFPORT, MISSISSIPPI, a political subdivision and Mississippi municipal corporation (herein "Gulfport"); and the CITY OF D'IBERVILLE, MISSISSIPPI, a political subdivision and Mississippi municipal corporation (herein "D'Iberville").

FOR AND IN CONSIDERATION of the mutual benefits and advantages, the cities of Gulfport, Biloxi and D'Iberville (the "Parties"), acting by and through their respective governing authorities ("Governing Authorities"), under the authority of the Interlocal Cooperation Act of 1974, Miss. Code

Ann. § 17-13-1, et seq., as amended, do hereby mutually agree as follows:

SECTION 1: DURATION. (a) Duration: This Agreement shall be in full force and effect until July 31, 2020, unless extended by mutual agreement of the Parties in the manner provided by law for periods not to exceed the useful life of any infrastructure improvements constructed under this Agreement, or as otherwise governed by law. This Agreement may be terminated at any time by a successor Governing Authority of any Party. Any extension of this Agreement shall be approved by the Mississippi Attorney General before implementation.

(b) Effective Date: This Agreement shall be effective upon the final date of: (1) Approval of the Agreement by Resolution adopted by the Governing Authorities of Biloxi, Gulfport and D'Iberville, and execution of the Agreement; (2) Approval by the Attorney

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General as required by Mississippi law; and (3) Filing of the Agreement with the appropriate Chancery Clerks and the Mississippi Secretary of State, per Miss. Code Ann. § 17-13-11, et seq., as amended.

SECTION 2: PURPOSE. The Parties agree to work together as partners to build and own fiber-optic broadband infrastructure to facilitate ultra-high-speed Internet service for use by their city governments for all municipal uses and purposes authorized by law.

SECTION 3: ORGANIZATION: ADMINISTRATIVE PROVISIONS: PROPERTY: SPECIFIC LEGAL AUTHORITIES.

(a) The Parties shall carry out the purposes of this Agreement as a joint undertaking of their respective Governing Authorities. No separate legal entity will be created by this Agreement.

(b) Any municipality or county government in Hancock, Harrison or Jackson Counties that is not an original signatory to this Agreement may join as a Party upon: (1) the adoption of a Resolution by the Governing Authority of that governmental entity; (2) the approval of the participating Parties at that time; and (3) approval by the Attorney General of the State of Mississippi to an amendment to this Agreement adding that governmental entity.

(c) The Governing Authorities of the Parties, may seek, apply for, accept, receive, administer, and expend grants, contributions, and donations of monies, materials, and property of any kind in accordance with applicable law and for all legally permissible municipal purposes. All funds, materials, and properties received and held by the Parties shall be funds and properties of the participating Governing Authorities.

(d) Use of the infrastructure or improvements as part of the efforts of this

Agreement shall be administered, managed, and overseen by the Party whose jurisdiction the infrastructure or property is found or located within, or by such other person(s) or entity(ies) lawfully acting on behalf of or at the behest of such Party.

(e) It is not the intent of this Agreement that title to any real or personal property shall be transferred between the Parties in order to implement this Agreement. Title to all real and personal property shall remain vested in the Party in which it is now vested. All real and personal property owned by the respective Parties at the time of termination of this Agreement or which is purchased by the Parties pursuant to or in accordance with this Agreement shall remain the property of the respective Parties who purchased or acquired the same. Any transfer of real or personal property interests between the parties shall be by agreement separate and apart herefrom or otherwise in accordance with law.

(f) All real and personal property utilized by any Party in implementing or in pursuit of this Agreement shall remain the Party's property upon partial or complete termination or amendment of this Agreement.

(g) The Governing Authorities of the Parties, acting jointly, shall take the actions contemplated by this Agreement jointly by virtue of the authority granted pursuant to Miss. Code

Ann. § 21-17-1 (Rev. 2015) ("General Powers"); Miss. Code Ann. § 21-17-5 (Rev. 2015) ("Home Rule"); Miss. Code Ann. § 17-13-7 (Rev. 2012) ("Interlocal Agreements").

SECTION 4: TERMINATION.

This Agreement may be terminated at any time by resolution adopted by the Governing Authority of any Party.

SECTION 5: AMENDMENT: This Agreement may be amended upon the written agreement of all Parties provided such amendment is approved by the Attorney General of the State of Mississippi and filed as required by law.

SECTION 6: IMPLEMENTATION BY GOVERNING AUTHORITIES. The terms and provisions of this Agreement shall be implemented by the Governing Authorities of the Parties and do not require the establishment of any joint board or entity.

SECTION 7: APPROVAL OF ATTORNEY GENERAL. Each entity that is a Party to this Agreement has approved its execution by resolution entered on the minutes of its Governing Authority or Board. Prior to its effectiveness, this Agreement shall be submitted to the Attorney General of the State of Mississippi for approval as provided by law, and thereafter copies shall be filed with the Secretary of State of the State of Mississippi, the Chancery Clerk of Harrison County, Mississippi, and the State Auditor.

WITNESS the signatures of the Parties on the dates stated below.

CITY OF BILOXI, MISSISSIPPI

BY: _____
Andrew "FoFo" Gillich, Mayor Date

ATTEST:

Municipal Clerk

